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Scot D. Wilce

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EXAMINER

LIVERSEDGE, JENNIFER L

ART UNIT

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DELIVERY MODE

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 09/916,881	Applicant(s) WILCE ET AL.	
	Examiner JENNIFER LIVERSEDGE	Art Unit 3692	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).

Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on 21 October 2008.

2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.

3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) 1-13, 15, 16, 18 and 37-45 is/are pending in the application.

 4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5) ☐ Claim(s) _____ is/are allowed.

6) ☒ Claim(s) 1-13, 15, 16, 18 and 37-45 is/are rejected.

7) ☐ Claim(s) _____ is/are objected to.

8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9) ☐ The specification is objected to by the Examiner.

10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a) ☐ All b) ☐ Some * c) ☐ None of:

1. ☐ Certified copies of the priority documents have been received.

2. ☐ Certified copies of the priority documents have been received in Application No. _____.

3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
 Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
 Paper No(s)/Mail Date _____.

5) ☐ Notice of Informal Patent Application

6) ☐ Other: _____.

DETAILED ACTION

Response to Appeal Board Decision

This Office Action is responsive to the Board's decision after review and decision of the Appeal Brief submitted December 18, 2006, the decision being made on October 21, 2008. The examiner was reversed in the Board's decision. This case is hereby reopened with the approval of the 3600 technology center director.

Wynn Coggins

Group Director, TC 3600

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1-13, 15-16, 18 and 37-41 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. Based on Supreme Court precedent and recent Federal Circuit decisions, a § 101 process must (1) be tied to another statutory class (such as a particular apparatus) or (2) transform underlying subject matter (such as an article or materials) to a different state or thing. *Diamond v. Diehr*, 450 U.S. 175, 184 (1981); *Parker v. Flook*, 437 U.S. 584, 588 n.9 (1978); *Gottschalk v. Benson*, 409 U.S. 63, 70 (1972); *Cochrane v. Deener*, 94 U.S. 780, 787-88 (1876). In the present application, the method steps are not tied to another statutory class such as the apparatus which would be used to carry out the method steps.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 1-11, 15-16, 18 and 37-45 are rejected under 35 U.S.C. 103(a) as being unpatentable over US Pub 2002/0188539 A1 to Axelrad et al. (further referred to as Axelrad), in view of US Pub 2001/0049651 A1 to Selleck (further referred to as Selleck), and further in view of US Pub 2002/0069156 A1 to Adam et al. (further referred to as Adam).

Regarding claim 1, Axelrad discloses a method for facilitating definition of a transaction agreement associated with a product type, comprising:

Automatically determining an agreement type based on a product type (Figure 2; paragraphs 8, 10, 30, 35, 52, 54); and

Determining, in accordance with the agreement type, an agreement term between a party and a counter-party (Figure 2; paragraphs 8, 10, 30, 35, 52, 54).

Axelrad does not disclose a plurality of product types with a plurality of transaction instruments associated with the product types. However, Selleck discloses a plurality of product types with a plurality of transaction instruments associated with the product types (Figure 2; paragraphs 2833, 42, 61, 66-82, 94, 99, 103, 111, 149, 165, 193, 216, 228, 236, 243). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the determining of an agreement based on a variety of fund documents associated with and organized by a plurality of equity funds based on fund firm, fund family and specific funds as disclosed by Axelrad to adapt the use of a plurality of product types with associated plurality of transaction instruments as disclosed by Selleck. The motivation would have been that the same document determination and selection process would have been used for determining the documents to be used when selected from amongst a plurality of equity firms, fund families, and specific funds as for a variety of products such as commodities products, stocks products, index products, etc.

Neither Axelrad nor Selleck disclose a covered products matrix containing a plurality of product types and transaction instruments. However, Adam discloses a covered products matrix containing a particular product type and transaction instruments (Figure 4; paragraphs 25, 30, 58). It would have been obvious to one of

ordinary skill in the art at the time of the invention to modify the document determination and selection process based on a plurality of products and transaction instruments as disclosed by the combination of Axelrad and Selleck to organize such data in a matrix as disclosed by Adam. The motivation would have been that storing data in a matrix provides for efficient computational analysis and automated decision making where data is logically, relationally and systematically stored in conventional matrix format.

Regarding claim 16, Axelrad discloses a method for facilitating definition of a transaction agreement associated with a product type, comprising:

Determining an agreement type (Figure 2; paragraphs 8, 10, 30, 35, 52, 54);

Determining an agreement term (Figure 2; paragraphs 8, 10, 30, 35, 52, 54); and

Generating an indication based on an evaluation of the agreement type and the agreement term (Figures 2-3; paragraphs 30, 32, 35, 38, 52, 54); and

Evaluating the agreement type and the agreement term based on the financial product type (Figures 2-3; paragraphs 30, 32, 35, 38, 54).

Axelrad does not disclose a plurality of financial product types. However, Selleck discloses a plurality of financial product types (Figure 2; paragraphs 2833, 42, 61, 66-82, 94, 99, 103, 111, 149, 165, 193, 216, 228, 236, 243). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the determining of an agreement based on a variety of fund documents associated with and organized by a plurality of equity funds based on fund firm, fund family and specific funds as disclosed

by Axelrad to adapt the use of a plurality of product types as disclosed by Selleck. The motivation would have been that the same document determination and selection process would be used for determining the documents to be used when selected from amongst a plurality of equity firms, fund families, and specific funds as for a variety of products such as commodities products, stocks products, index products, etc.

Neither Axelrad nor Selleck disclose a covered products matrix containing a plurality of product types. However, Adam discloses a covered products matrix containing a particular product type (Figure 4; paragraphs 25, 30, 58). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the document determination and selection process based on a plurality of products and transaction instruments as disclosed by the combination of Axelrad and Selleck to organize such data in a matrix as disclosed by Adam. The motivation would have been that storing data in a matrix provides for efficient computational analysis and automated decision making where data is logically, relationally and systematically stored in conventional matrix format.

Regarding claim 42, Axelrad discloses an apparatus for facilitating definition of a transaction agreement associated with a product type, comprising:

A processor (Figure 1; paragraphs 8, 25, 30); and

A storage device in communication with said processor and storing instructions (Figure 1; paragraphs 8, 25, 30) adapted to be executed by said processor to:

Automatically determine an agreement type based on the product type (Figure 2; paragraphs 8, 10, 30, 35, 52, 54); and

Determine, in accordance with the agreement type, an agreement term between a party and a counter-party (Figure 2; paragraphs 8, 10, 30, 35, 52, 54).

Axelrad does not disclose a plurality of product types. However, Selleck discloses a plurality of product types (Figure 2; paragraphs 2833, 42, 61, 66-82, 94, 99, 103, 111, 149, 165, 193, 216, 228, 236, 243). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the determining of an agreement based on a variety of fund documents associated with and organized by a plurality of equity funds based on fund firm, fund family and specific funds as disclosed by Axelrad to adapt the use of a plurality of product types as disclosed by Selleck. The motivation would have been that the same document determination and selection process would be used for determining the documents to be used when selected from amongst a plurality of equity firms, fund families, and specific funds as for a variety of products such as commodities products, stocks products, index products, etc.

Neither Axelrad nor Selleck disclose a covered products matrix . However, Adam discloses a covered products matrix (Figure 4; paragraphs 25, 30, 58). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the document determination and selection process based on a plurality of products and transaction instruments as disclosed by the combination of Axelrad and Selleck to

organize such data in a matrix as disclosed by Adam. The motivation would have been that storing data in a matrix provides for efficient computational analysis and automated decision making where data is logically, relationally and systematically stored in conventional matrix format.

Regarding claim 45, Axelrad discloses a medium storing instructions adapted to be executed by a processor to perform a method of facilitating definition of a transaction agreement associated with a product type (Figure 1; paragraphs 8, 25, 30), said method comprising:

Automatically determine an agreement type based on the product type (Figure 2; paragraphs 8, 10, 30, 35, 52, 54); and

Determining, in accordance with the agreement type, an agreement term between a party and a counter-party (Figure 2; paragraphs 8, 10, 30, 35, 52, 54).

Axelrad does not disclose a plurality of product types. However, Selleck discloses a plurality of product types (Figure 2; paragraphs 2833, 42, 61, 66-82, 94, 99, 103, 111, 149, 165, 193, 216, 228, 236, 243). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the determining of an agreement based on a variety of fund documents associated with and organized by a plurality of equity funds based on fund firm, fund family and specific funds as disclosed by Axelrad to adapt the use of a plurality of product types as disclosed by Selleck. The motivation would have been that the same document determination and selection

process would be used for determining the documents to be used when selected from amongst a plurality of equity firms, fund families, and specific funds as for a variety of products such as commodities products, stocks products, index products, etc.

Neither Axelrad nor Selleck disclose a covered products matrix . However, Adam discloses a covered products matrix (Figure 4; paragraphs 25, 30, 58). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the document determination and selection process based on a plurality of products and transaction instruments as disclosed by the combination of Axelrad and Selleck to organize such data in a matrix as disclosed by Adam. The motivation would have been that storing data in a matrix provides for efficient computational analysis and automated decision making where data is logically, relationally and systematically stored in conventional matrix format.

Regarding claim 2, the combination of Axelrad, Selleck and Adam disclose wherein the covered products matrix is associated with at least one of a plurality of product types or a plurality of transaction instruments (see the rejection of claim 1 where the same art, rationale and reasoning apply).

Regarding claim 3, Axelrad discloses wherein at least one covered product type comprises an equity product, a stock product, an index product, a fixed income product, a bond product, a bank loan product, a whole loan product, an interest rate product, a

credit derivative product, a commodity product, a metal product, an energy product, or an agricultural product (Figure 2; paragraphs 3, 8).

Regarding claim 4, Axelrad discloses wherein at least one transaction instrument comprises a swap instrument, an option instrument, a buy instrument, a sell instrument, a call instrument, a put instrument, a forward instrument, a pre-paid forward instrument, a spot instrument, a repurchase agreement instrument, a loan instrument, a warrant instrument, or a contract for differences instrument (paragraphs 25-26, 52).

Regarding claim 5, neither Axelrad nor Selleck disclose where a covered products matrix further includes at least one of an indication of approval, an indication of disapproval, an indication of a pending status, compliance authorization information, default information, party information, counter-party information, legal information, master agreement information or credit information. However, Adam discloses where a covered products matrix further includes at least one of an indication of approval, an indication of disapproval, an indication of a pending status, compliance authorization information, default information, party information, counter-party information, legal information, master agreement information or credit information (Figure 4). Given the combination of Axelrad, Selleck and Adam from above, it would have been further obvious to one of ordinary skill in the art at the time of the invention to modify the covered products matrix as disclosed by the combination to further adapt the matrix including information such as party information and counter-party information as

disclosed by Adam. The motivation would have been that the documents are selected and generated based on the information in the matrix and therefore having such relevant data available is important for the document generation process, particularly as such information is central to agreement formation.

Regarding claim 6, Axelrad discloses wherein the transaction agreement is associated with at least one of a set of rights between the party and the counter-part or a legal contract (paragraphs 53-54).

Regarding claim 7, Axelrad discloses wherein the agreement type is associated with at least one of a set of rights between the party and the counter-party, a legal contract, a product type, a monetary amount, a transaction instrument, the party or the counter-party (paragraphs 8, 30, 52-54).

Regarding claim 8, Axelrad discloses wherein the agreement term is associated with at least one of a set of rights between the party and the counter-party, a legal contract, a product type, a monetary amount, a transaction instrument, the party or the counter-party (paragraphs 8, 30, 52-54).

Regarding claim 9, Axelrad discloses wherein said determining an agreement type comprises determining a general document type and determining a refinement to the general document type (paragraphs 8, 30, 52-54).

Regarding claim 10, Axelrad discloses wherein said automatically determining the agreement term comprises defining the agreement term based on a pre-stored default transaction term (Figure 3; paragraphs 30, 52-54).

Regarding claim 11, Axelrad discloses wherein said automatically determining the agreement term comprises defining the agreement term based on information received from a user of an agreement modeling system (paragraphs 30, 52-54).

Regarding claim 15, Axelrad discloses automatically determining the agreement term based on the product type (paragraphs 8, 30, 52-53). Axelrad does not disclose a plurality of products. However, Selleck discloses a plurality of products (Figure 2; paragraphs 2833, 42, 61, 66-82, 94, 99, 103, 111, 149, 165, 193, 216, 228, 236, 243). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the determining of an agreement based on a variety of fund documents associated with and organized by a plurality of equity funds based on fund firm, fund family and specific funds as disclosed by Axelrad to adapt the use of a plurality of product types as disclosed by Selleck. The motivation would have been that the same document determination and selection process would be used for determining the documents to be used when selected from amongst a plurality of equity firms, fund families, and specific funds as for a variety of products such as commodities products, stocks products, index products, etc.

Regarding claim 18, Axelrad discloses wherein the indication is provided to at least one of a user of an agreement modeling system or a satellite system (Figure 2; paragraphs 9, 52-54).

Regarding claim 37, Axelrad discloses wherein the transaction agreement is associated with an equity fund product (paragraphs 3, 8). Axelrad does not disclose wherein the transaction agreement is associated with at least one of a risk management transaction, an over the counter product, an equity derivative, a commodity transaction, an electricity transaction, a foreign exchange transaction, a currency option, a bond option, a synthetic agreement for forward exchange, a reciprocal purchase agreement, an interest rate swap, an interest rate cap, an interest rate collar, an interest rate floor, a forward rate agreement, a forward rate bill agreement or an option to enter into an underlying interest rate swap transaction. However, Selleck discloses wherein the transaction agreement is associated with at least one of a risk management transaction, an over the counter product, an equity derivative, a commodity transaction, an electricity transaction, a foreign exchange transaction, a currency option, a bond option, a synthetic agreement for forward exchange, a reciprocal purchase agreement, an interest rate swap, an interest rate cap, an interest rate collar, an interest rate floor, a forward rate agreement, a forward rate bill agreement or an option to enter into an underlying interest rate swap transaction (Figure 2; paragraphs 33, 61, 67-82, 99). Given the combination of Axelrad, Selleck and Adam above, it would have been further

obvious that the transaction agreement is associated with the items as listed and disclosed by Selleck. The motivation would have been that the transactions as disclosed by Selleck are intended to cover all available trades that an investor could enter into and therefore it would have been obvious that any and all of those transactions will need the proper transacting and documentation.

Regarding claim 38, Axelrad does not disclose wherein the transaction agreement comprises at least one of an International Swap Dealers Association ® agreement, a foreign exchange & options master agreement, an agreement associated with one or more currencies, or an agreement associated with one or more jurisdictions. However, Selleck discloses wherein the transaction agreement comprises at least one of an International Swap Dealers Association ® agreement, a foreign exchange & options master agreement, an agreement associated with one or more currencies, or an agreement associated with one or more jurisdictions (paragraphs 127, 262). Given the combination of Axelrad, Selleck and Adam above, it would have been further obvious that the transaction agreement comprises at least one of the items as listed and disclosed by Selleck. The motivation would have been that the transactions as disclosed by Selleck are intended to cover all available trades and for all investors across the globe, hence it would have been obvious that a trade market spanning such a set of investment products and markets would include such agreements as those associated with multiple jurisdictions and across multiple currencies.

Regarding claim 39, Axelrad discloses wherein the transaction agreement includes at least one of date information, agreement interpretation information, obligation information, representation information, sub-agreement information, default event information, termination event information, transfer information, expenses information, notice information, governing law information, definition information, a master agreement, a schedule to a master agreement, or at least one addenda to a master agreement (paragraphs 30, 38-39, 51, 54, 58).

Regarding claim 40, Axelrad discloses wherein the transaction agreement is associated with at least one agreement fact, and further wherein the at least one agreement fact comprises at least one of a party identifier, a counter-party identifier, an agreement identifier, a name, address information, contact information, an effective date an expiration date, an area of origin, an indication of governing law, an area of organization, a standard industrial classification code, a functional business area, or beneficial ownership information (paragraphs 30, 38-39, 51, 54, 58).

Regarding claim 41, Axelrad discloses wherein the at least one agreement fact is associated with at least one of a data type, a data source, a security class or an attribute (paragraphs 30, 38-39, 51, 54, 58).

Regarding claim 43, Axelrad discloses wherein the storage device further stores an agreement information database (Figures 1-3; paragraphs 25, 29-30).

Regarding claim 44, Axelrad discloses a communication device coupled to said processor and adapted to communicate with at least one of a client device, an agreement modeling system controller or a satellite system (Figure 1; paragraphs 24, 26).

Claims 12-13 are rejected under 35 U.S.C. 103(a) as being unpatentable over Axelrad, Selleck and Adam as applied to claim 1 above, and further in view of US Pub 2002/0198833 A1 to Wohlstadter (further referred to as Wohlstadter).

Regarding claim 12, neither Axelrad, Selleck nor Adam disclose defining the agreement term based on information received from a satellite system. However, Wohlstadter discloses defining an agreement term based on information received from a satellite system (paragraphs 104-108). It would have been obvious to one of ordinary skill in the art to modify the receipt of information over a communication network for conducting transactions related to financial products as disclosed by the combination of Axelrad, Selleck and Adam to adapt the use of a satellite as disclosed by Wohlstadter. The motivation would have been that a satellite is one of many well known means by which information is communicated among parties in a wireless system.

Regarding claim 13, neither Axelrad, Selleck nor Adam disclose wherein the satellite system comprises at least one of a business system, a legal system, a

compliance system, a credit system, a treasury system, or an operations system.

However, Wohlstadler discloses wherein the satellite system comprises at least one of a business system, a legal system, a compliance system, a credit system, a treasury system, or an operations system (paragraphs 104-108). Given the combination of Axelrad, Selleck, Adam and Wohlstadler above, it would have been further obvious to adapt the inclusion of at least one of the systems listed above within the satellite system as disclosed by Wohlstadler. The motivation would have been that these systems are listed are the types of systems most often used in obtaining information for the generation of agreements and contracts and are used in the general fields of business, legal, etc. in order to process the information received within a framework of generating agreements and contracts.

Response to Arguments

A decision was rendered by the Board on the claims as presented in the Appeal Brief. However, upon further consideration and clarification resulting from the Board decision, a new ground(s) of rejection is made in view of the prior art as applied in the present rejection.

Axelrad was presented in previous Office Actions as Axelrad discloses the formation of equity funds for investors to invest in. Axelrad discloses that an agreement document is automatically determined and generated based on multiple types of equity products and that various documents are associated with each type of equity product. However, the Board has ruled that while Axelrad discloses multiple types of equities,

equities nonetheless represent a single product, even though to a machine the labels do not make a distinction in terms of processing the data. Based on this interpretation, examiner has introduced the prior art as disclosed by Selleck which teaches a trading platform and contract generation therefore, on which platform multiple product types such as equities, commodities, index products, stocks, agricultural products, energy products may be traded, such that the entire trading process can be implemented with the platform and contracts necessary for the trading of each product type generated. As set forth in the rejection above, examiner finds that it would have been obvious to combine the disclosures of Axelrad and Selleck, where Axelrad discloses automatic determination and generation of agreement documents based on multiple types of equity products and Selleck discloses a system for making contracts with a plurality of product types. The process for an automated system of receiving an input from a user for a particular equity type, and then the automated selection and generation of appropriate and associated documents based on that selection, and wherein the appropriate and associated documents are stored for such selection, can be applied to multiple types of equity products as well as to multiple types of various products, as the process would be the same.

In a related manner, the Board interpreted the use of the term matrix as it applies to the claim language, and found the rejection as submitted in error. In addressing this deficiency, the examiner in the present Office Action has cited Adam as disclosing a matrix in which is stored product and transaction instrument information. Adam discloses multiple types of commodities and agricultural products, as well as transaction

instruments associated therewith. Examiner notes that while neither Axelrad nor Selleck disclose storing information related to product types and associated transaction instruments in a matrix, Adam discloses this feature. Examiner further notes, as detailed in the rejection presented above, that it would have been obvious that the information on a plurality of product types and transaction instruments disclosed by the combination of Axelrad and Selleck to maintain such information in a matrix format within a relational database. Such technology shown in Adam is old and well known for the storing of information which is related to one another, and such a technique provides for efficient processing, computational analysis and automated decision making where data is logically, relationally and systematically stored in conventional matrix format. As detailed above, Axelrad discloses that documents associated and appropriate for various equity products are stored such that the system can automatically, based on the selection of a particular equity product, select and populate appropriate documents in forming an agreement and wherein that information is stored in a database. While Axelrad does not disclose that the information is stored in a matrix, it would have been obvious to one of ordinary skill in the art to do so such that information is readily available for decision making, such as in the matrix provided for by Adam.

Conclusion

Any inquiry concerning this communication should be directed to Jennifer Liversedge whose telephone number is 571-272-3167. The examiner can normally be reached on Monday - Friday, 8:30 AM - 5 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached at 571-272-6702. The fax number for the organization where the application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/Jennifer Liversedge/
Examiner, Art Unit 3692

/Kambiz Abdi/
Supervisory Patent Examiner, Art Unit 3692

/Wynn W. Coggins/
Director, TC 3600